

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

U.S. Bank Trust Company,)
National Association, as Trustee,)
as Successor-in-Interest to U.S. Bank)
National Association, as Trustee, in)
Trust for the Registered Holders of)
Citigroup Mortgage Loan Trust,)
Asset-Backed Pass-Through)
Certificates, Series 2007-AHL3,)
Plaintiff,)
v.) Docket No. 1:24-cv-00171-NT
Stacey E. Hatch,)
Defendant.)

ORDER ON PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT

Address: 20 Madison Street, North Anson, ME 04958
Mortgage: February 23, 2007
Book 3820, Page 94 of Somerset County Registry of Deeds

Plaintiff U.S. Bank Trust Company, National Association, as Trustee, as Successor-in-Interest to U.S. Bank National Association, as Trustee, in Trust for the Registered Holders of Citigroup Mortgage Loan Trust, Asset-Backed Pass-Through Certificates, Series 2007-AHL3 (“**U.S. Bank Trust Company**”) seeks to foreclose on real property owned by Defendant Stacey E. Hatch and located at 20 Madison Street in North Anson, Maine. Before me is U.S. Bank Trust Company’s motion for default judgment (ECF No. 18). After considering the evidence, I **GRANT** the Plaintiff’s Motion for Default Judgment. Pursuant to U.S. Bank Trust Company’s request, Count II (Breach of Note), Count III (Breach of Contract, Money Had and Received), and Count IV (Unjust Enrichment) are **DISMISSED**.

FACTUAL FINDINGS AND LEGAL CONCLUSIONS

On May 9, 2025, I held a testimonial hearing on U.S. Bank Trust Company's motion for default judgment (ECF No. 26). U.S. Bank Trust Company was present and represented by John A. Doonan, Esq. The Defendant did not appear. Based on evidence presented at the hearing, I make the following findings and conclusions:

- The Court has jurisdiction over this case pursuant to 28 U.S.C. § 1332(a)(1).
- On June 24, 2005, the Defendant acquired the property located at 20 Madison Street, North Anson, Maine 04958 ("**North Anson Property**"). Am. Compl. ¶ 7 (ECF No. 10); Am. Compl. Ex. A (ECF No. 1-1).
- On February 23, 2007, the Defendant executed a promissory note ("**Note**") promising to pay \$82,500 plus interest to Home Funds Direct on a thirty-year repayment schedule. The Note initially carried a 8.06% interest rate, which was subject to change and could go up to 15.06%. Am. Compl. ¶ 8; Pl.'s Hr'g Ex. 1.
- On February 23, 2007, the Defendant executed a mortgage of the North Anson Property ("**Mortgage**") to Home Funds Direct, which secures the Note. Am. Compl. ¶ 9; Pl.'s Hr'g Ex. 2.
- On October 7, 2013, the Defendant entered into a Home Affordable Modification Agreement, which gave her a new principal balance of \$84,832.91 and imposed a 4.5% interest rate. Am. Compl. ¶ 13; Pl.'s Hr'g Ex. 4.
- On July 5, 2023, Home Funds Direct assigned the Mortgage to U.S. Bank National Association as Trustee, in trust for the registered holders of Citigroup Mortgage Loan Trust, Asset-Backed Pass-Through Certificates, Series 2007-AHL3. Am. Compl. ¶ 11; Pl.'s Hr'g Ex. 5.
- On November 13, 2023, U.S. Bank National Association as Trustee, in trust for the registered holders of Citigroup Mortgage Loan Trust, Asset-Backed Pass-Through Certificates, Series 2007-AHL3 assigned the Mortgage to U.S. Bank Trust Company. Am. Compl. ¶ 12; Pl.'s Hr'g Ex. 6.
- The Defendant has breached the terms of the Note and has defaulted on the Note. *See* Am. Compl. ¶¶ 31, 40; Pl.'s Hr'g Ex. 10. On December 21, 2023, the Defendant was sent a notice of default and right to cure in accordance with 14 M.R.S. § 6111. Am. Compl. ¶ 14; Pl.'s Hr'g Ex. 7.

- On May 10, 2024, U.S. Bank Trust Company filed the Complaint in this action. Compl. (ECF No. 1). The Complaint identifies the North Anson Property by street address and the book and page number of the Mortgage, and a copy of the Complaint was timely recorded in the Somerset County Registry of Deeds. Compl.; Pl.'s Hr'g Ex. 8.
- The Defendant received notice of this action. *See* Summons Returned Executed (ECF Nos. 5, 13). The Defendant has defaulted. Order (ECF No. 17).
- The Defendant is not in military service. Am. Compl. ¶ 36; Pl.'s Hr'g Ex. 11.
- There are no public utility easements held by a party-in-interest that survive the proceedings. Am. Compl. ¶ 33.
- As of April 2, 2025, the Defendant owes U.S. Bank Trust Company \$186,716.31 on the Note, plus additional interest accruing at a prejudgment interest rate of 4.5% per annum, *see* 14 M.R.S. § 1602-B, Pl.'s Hr'g Exs. 1 & 10, and a post-judgment interest rate of 10.23% per annum, *see* 14 M.R.S. § 1602-C.

Principal Balance	\$82,301.22
Accrued Interest	\$30,502.98
Escrow Advance Balance	\$52,318.25
Advance Balance	\$16,077.92
Late Charges	\$571.80
Interest on Advances	\$612.32
Foreclosure Fees and Costs	\$4,331.82
Total	\$186,716.31

CONCLUSION

For the reasons stated above, the Court **GRANTS** U.S. Bank Trust Company's motion for default judgment on Count I and **DISMISSES** Counts II–IV. Judgment of Foreclosure and Sale will issue separately.

SO ORDERED.

/s/ Nancy Torresen
United States District Judge

Dated this 15th day of May, 2025.